REMARKS/ARGUMENTS

The rejections presented in the Office Action dated February 26, 2007 (hereinafter Office Action) have been considered but are believed to be improper. Reconsideration of the pending claims and allowance of the application in view of the present response is respectfully requested.

Applicant respectfully traverses each of the prior art rejections (§§102(b) and 103(a)) each of which are based at least in part upon the teachings of U.S. Patent No. 5,794,207 to Walker *et al.* (hereinafter "Walker") because Walker does not teach or suggest each of the claimed limitations. For example, Walker does not teach at least a trusted server preparing a contract for a transaction between a merchant system and a buyer system. In contrast to the assertion that Walker's central controller 200 creates a complete conditional purchase offer (CPO), the cited portions of Walker teach that the central controller 200 merely adds legal boilerplate language to a CPO created by a buyer. The discussion preceding the cited portions, from column 15, line 45 *et seq.*, details how a buyer prepares the CPO and provides the CPO to the central controller 200, *e.g.*, "[t]he buyer logs on to central controller 200, creates CPO 100, and then disconnects from the network." The central controller 200 does not prepare a contract as it does not, at least, create substantive terms of the CPO. Without a presentation of correspondence to each of the claimed limitations, the prior art rejections are improper.

With particular respect to the §102(b) rejection, Applicant notes that to anticipate a claim, the asserted reference must teach every element of the claim. "A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California*, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). The identical invention must be shown in as complete detail as is contained in the patent claim; *i.e.* every element of the claimed invention must be literally present, arranged as in the claim. *Richardson v. Suzuki Motor Co.*, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989). Therefore, all claim elements, and their limitations, must be found in the prior art reference to maintain the rejection based on 35 U.S.C. §102. Applicant respectfully submits that Walker does not teach every element of

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independent Claims 1, 21, 22 and 60 in the requisite detail, and therefore fails to anticipate Claims 1, 2, 3, 6-9, 11, 13, 14, 16-22, 25, 26, 28-32, 34-38, 40 and 51-60.

Moreover, Walker also does not appear to teach or suggest that the central controller 200 (asserted as corresponding to the claimed trusted server) sends a prepared contract to a merchant system. Rather, the cited portions of Walker teach that the CPO is published in order to attract a merchant; the central controller "globally displays the CPO in a manner such that it is available to be viewed by any interested potential sellers." Such general publication does not correspond to sending a prepared contract to a merchant system. Without a presentation of correspondence to each of the claimed limitations, the §102(b) rejection is improper, and Applicant requests that it be withdrawn.

Dependent Claims 2, 3, 6-9, 11, 13, 14, 16-20, 25, 26, 28-32, 34-38, 40 and 51-59 depend from independent Claims 1, 21 and 22 and also stand rejected under 35 U.S.C. §102(b) as allegedly being anticipated by Walker. While Applicant does not acquiesce with the particular rejections to these dependent claims, these rejections are also improper for the reasons discussed above in connection with independent Claims 1, 21 and 22. These dependent claims include all of the limitations of base Claims 1, 21 and 22, and any intervening claims, and recite additional features which further distinguish these claims from the cited reference. Therefore, the rejection of dependent Claims 2, 3, 6-9, 11, 13, 14, 16-20, 25, 26, 28-32, 34-38, 40 and 51-59 is improper.

With particular respect to the rejection of dependent Claims 55-59, Applicant respectfully traverses because Walker does not teach each of the claimed limitations. For example, the Examiner appears to assert that Walker's discussion of counteroffers between a buyer and seller to agree on terms of a CPO (at columns 22-23) correspond to the claimed multiple events. However, regarding the rejection of Claim 55, if the buyer does not accept a counteroffer (asserted as corresponding to the buyer system terminating a portion of multiple events), no agreement has been reached; therefore no charging data would be processed. Thus, there would be no processing of charging data to cease, as required by Claim 55. Similarly, regarding Claims 56-59, the cited portions of Walker make no mention of multiple merchant offerings where a buyer already agreed to, and paid for, at

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least one of the offerings and ceases to pay for subsequent merchant offerings. Thus, the asserted counteroffers of Walker cannot correspond to the multiple events as claimed. Without a presentation of correspondence to each of the claimed limitations, the §102(b) rejection of these claims is improper. Applicant accordingly requests that it be withdrawn.

With respect to the §103(a) rejection of Claims 4, 5, 10, 12, 15, 23, 24, 27, 33, 39 and 51 based on the teachings of Walker in combination with the teachings of U.S. Publication No. 2002/0013774 by Morimoto (hereinafter "Morimoto"), Applicant traverses because the asserted references, alone or in combination, do not teach or suggest each of the claimed limitations. As discussed above, Walker fails to teach at least a trusted server preparing a contract for a transaction between a merchant system and a buyer system. Morimoto fails to overcome these deficiencies of Walker as any contract between the buyer and merchant in Morimoto is prepared by the buyer who indicates the terms and a merchant who is willing to meet, or beat, those terms via an auction – the contract is not prepared by the personal broker-agent program. As neither of the asserted references teaches or suggests at least a trusted server preparing a contract for a transaction between a merchant system and a buyer system, as claimed, any combination of these teachings must also fail to correspond to such limitations. Applicant accordingly submits that the §103(a) rejection is improper and requests that the rejection be withdrawn.

Applicant notes that Claims 61-63 are not included in any of the statements of rejection. MPEP §707.07(d) indicates that where a claim is refused the word "reject" must be used and the statutory basis for any ground of rejection should be designated by an express reference in the opening sentence of each ground of rejection. While it appears that the Examiner intended to reject Claims 61-63 upon the same basis of the rejection of independent Claim 60, such a rejection would be improper for the reasons discussed above in connection with the failure of Walker to correspond to the claimed invention. If this was not the Examiner's intention, Applicant requests clarification, an opportunity to respond, and that any future rejections comply with MPEP §707.07(d).

In addition, it should be noted that Applicant does not acquiesce to the Examiner's statements or conclusions concerning what would have been obvious to one of ordinary
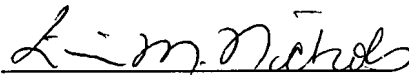
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skill in the art, obvious design choices, common knowledge at the time of Applicant's invention, officially noticed facts, and the like. Applicant reserves the right to address in detail the Examiner's characterizations, conclusions, and rejections in future prosecution.

Authorization is given to charge Deposit Account No. 50-3581 (NOKV.008PA) any necessary fees for this filing. If the Examiner believes it necessary or helpful, the undersigned attorney of record invites the Examiner to contact the undersigned attorney to discuss any issues related to this case.

Respectfully submitted,

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Date: May 22, 2007   By: _____

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